

08-31-2005

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC 103071515
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

103071515

1. Name of conveying party(ies):

CHAMBERS BELT COMPANY

- Individual(s)
- General Partnership
- Corporation- State: Arizona
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 28, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CHAMBERS DELAWARE ACQUISITION COMPANY

Internal Address:

Street Address: 5759 Fleet Street, Suite 220

City: Carlsbad

State: California

Country: U.S.A. Zip: 92008

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship Delaware

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/395,563, 78/395,558, 78/395,092

B. Trademark Registration No.(s) 1,550,081

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Cynthia J. Hirschberg, Esq.

Internal Address: Woods Oviatt Gilman LLP
700 Crossroads Building

Street Address: 2 State Street

City: Rochester

State: NY Zip: 14614

Phone Number: (585) 987-2820

Fax Number: (585) 987-2920

Email Address: chirschberg@woodsoviatt.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Cynthia J. Hirschberg
Signature

August 22, 2005
Date

Cynthia J. Hirschberg

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

08/30/2005 ECINDER 00000122 78395563

01 FC:8521 40.00 OP

02 FC:8522 75.00 OP

TRADEMARK
REEL: 003213 FRAME: 0611

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "*Assignment*") is made this 28th day of June, 2005 by CHAMBERS BELT COMPANY, an Arizona corporation ("*Seller*"), to CHAMBERS DELAWARE ACQUISITION COMPANY, a Delaware corporation ("*Buyer*").

WHEREAS, Seller, Seller's stockholders, Charles Stewart, as Seller's Agent, and Buyer have entered into an Asset Purchase Agreement, dated as of April 18, 2005, (the "*Purchase Agreement*") pursuant to which the Seller agreed to sell to the Buyer and the Buyer agreed to purchase from Seller the Acquired Assets, including the assignment from Seller to Buyer of all of Seller's Intellectual Property, including, but not limited to, the trademarks set forth on **Exhibit A** attached hereto (the "*Marks*"), the U.S. copyright registrations as described on **Exhibit B** hereto (the "*Copyrights*"), and the provisional U.S. patent application described on **Exhibit C** hereto (the "*Patent*").

WHEREAS, the parties hereto desire to execute this Agreement to evidence such assignment;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. **Definitions.** Except as otherwise provided herein, all capitalized terms contained and not defined herein (including the recitals hereto) shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** The Seller hereby sells, assigns and transfers to the Buyer all of the Seller's right, title and interest in and to the Intellectual Property, including (a) all pending applications and registrations thereof, for the United States and for all foreign countries (if any), (b) all income, royalties, damages or payments due or payable with respect thereto at any time, (c) the right to sue for damages, injunctive relief and any other remedies in respect of any past, present or future infringement thereof, or any of them, whenever or wherever occurring, and to collect the same for its own use and enjoyment and (d) all the goodwill symbolized by all trademarks. By way of example and not limitation, the foregoing assignment shall include all of the Seller's right, title and interest in and to the Patent, including any pending applications and registrations of the Patent, together with the inventions described therein, and any extensions, reissues, substitutes, divisions, reexaminations, renewals, continuations and continuations-in-part thereof, the same to be held and enjoyed by the Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the patents are granted, reexamined or reissued, as fully and entirely as the same would have been held and enjoyed by the Seller, if this Assignment had not been made, together with the right to apply for foreign patents or other forms of protection, and all claims for damages by reason of past infringement of any said Patent, with the right to sue for, and collect the same for, its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives.

3. **Marks.** Seller authorizes and requests the Director of the U.S. Patent and Trademark Office to record Buyer as owner of the Marks, including any applications, interferences, or registrations, and to issue any and all registrations thereon to Buyer, as Buyer of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

4. **Patents.** Seller authorizes and requests the Director of the U.S. Patent and Trademark Office to record Buyer as owner of the Patents, including any divisions, reissues, reexaminations or extensions thereof or continuations or continuations-in-part that have been filed, and to issue any and all letters patent of the United States thereon to Buyer, as Buyer of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

5. **Copyrights.** Seller authorizes and requests the Register of Copyrights to record Buyer as owner of the Copyrights, including any renewals or extensions thereof, and to issue any registrations to Buyer, as Buyer of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer, its successors, assigns or other legal representatives.

6. **Conflicts with Purchase Agreement.** Seller's assignment of the Marks, Copyrights and Patents set forth in this Agreement shall not be construed to defeat, impair or limit in any way the rights, claims or remedies of Seller or Buyer under the terms and provisions of the Purchase Agreement. In the event of a conflict between the terms and conditions set forth in this Agreement and the terms and conditions set forth in the Purchase Agreement, or the interpretation and application thereof, the terms and conditions set forth in the Purchase Agreement shall prevail, govern and control in all respects.

7. **Successors and Assigns.** This Agreement shall be enforceable against, and shall inure to the benefit of, the respective successors and permitted assigns of each of Seller and Buyer. Seller may only assign its rights hereunder to the extent permitted by the Purchase Agreement.

8. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might require application of the laws of another jurisdiction.

9. **Counterparts.** This Agreement may be executed in one or more counterparts for the convenience of the parties hereto, all of which together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has executed this Agreement as of the date first above written.

CHAMBERS BELT COMPANY

By: [Signature]
Name: Charles Stewart **GARY F. EDMAN**
Title: President **CEO**

State of ~~Arizona~~ **CALIFORNIA**

County of **SAN DIEGO**

The foregoing instrument was acknowledged before me this **28th** day of June, 2005 by **GARY EDMAN** ~~Charles Stewart~~ of Chambers Belt Company, an Arizona corporation, on behalf of the corporation.

[Signature: Linda Sue Baker]

NOTARY PUBLIC

Print Name: LINDA SUE BAKER

My Commission Expires:

July 13, 2007

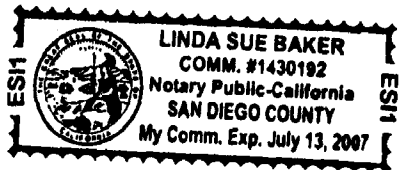


EXHIBIT A
TRADEMARKS

<u>Trademark</u>	<u>U.S. Patent and Trademark Office Registration No./Application No.</u>
CHAMBERS (and design)	Registration No. 1,550,081
ABSOLUTELY FRESH	Serial No. 78/395,563
ABSOLUTELY WEST	Serial No. 78/395,558
ABSOLUTELY KIDS	Serial No. 78/395,092

EXHIBIT B TO ASSIGNMENT OF INTELLECTUAL PROPERTY

COPYRIGHTS

<u>Copyright Title</u>	<u>Reg. App. Number</u>	<u>Registration Date</u>	<u>Creation Publication Date</u>
[Concho] : no. BSL45-TRI	VA-648-041	1/18/1994	4/30/1993
[Trophy buckle] : no. TRO76-NFL.	VA-648-042	1/18/1994	9/2/1993
[Concho] : no. BSL45-BNE.	VA-648-043	1/18/1994	4/30/1993
[Bola slide] : no. BT042-SIL.	VA-648-044	1/18/1994	4/30/1993
[Buckle, loop & tip] : no. TR018-SIL.	VA-648-045	1/18/1994	8/1/1993
[Sandbar concho]	VA-648-046	1/18/1994	1/1/1991
[Concho] : no. BSL45-DMD.	VA-648-047	1/18/1994	4/30/1993
[Buckle] : no. TR025-SRTP.	VA-648-048	1/18/1994	7/1/1993
[Concho] : no. BSL17-IVAN.	VAu-297-443	1/18/1994	1993
Buckle, loop & tip : no. TR085-SIL.	VAu-297-444	1/18/1994	1993
Buckle, loop & tip : no. TR084-SIL.	VAu-297-445	1/18/1994	1993
Concho : no. BSL45-LGR.	VAu-297-446	1/18/1994	1993
Buckle, loop & tip : no. TR086-SIL.	VAu-297-447	1/18/1994	1993
Concho : no. BSL45-OVL.	VAu-297-448	1/18/1994	1993
Buckle, loop & tip : no. TR077-LIZ.	VAu-297-449	1/18/1994	1993
Buckle, loop & tip : no. TR077-HHD.	VAu-297-450	1/18/1994	1993
Buckle, loop & tip : no. TR045-SRTP.	VAu-297-451	1/18/1994	1993
Bola slide : no. BT055-SIL.	VAu-297-452	1/18/1994	1993
Buckle : no. TR044-SRTP.	VAu-297-453	1/18/1994	1993
Buckle : no. BSLOVL-SRTP.	VAu-297-454	1/18/1994	1993
Concho : no. BSL20-ROPE.	VAu-297-455	1/18/1994	1993
Concho : no. BSLFLR-IVAN.	VAu-297-456	1/18/1994	1993
Buckle, loop & tip : no. TR036-SRTP.	VAu-297-457	1/18/1994	1993
Concho : no. BSLSCL-IVAN.	VAu-297-458	1/18/1994	1993
BSLLG-SRTP buckle.	VAu-307-529	1/18/1994	1993

EXHIBIT C TO ASSIGNMENT OF INTELLECTUAL PROPERTY

PATENT

<u>Patent Title</u>	<u>Application Number</u>	<u>Date of Filing</u>
Extensible Belts	60/580,923	6/17/2004